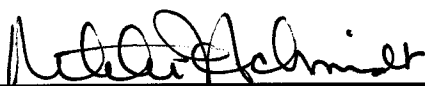


**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Planning and Building		(2) MEETING DATE April 25, 2006		(3) CONTACT/PHONE Stephanie Fuhs (805) 781-5721	
(4) SUBJECT Approval of an Open-Space Agreement for Robert Atkins and Sherill Atkins, Trustees of the Atkins Family Trust established October 28, 1999, Supervisorial District Number 2.					
(5) SUMMARY OF REQUEST Request the Board of Supervisors adopt the resolution accepting the Open-Space Agreement granting an open-space easement to the County of San Luis Obispo by Robert Atkins and Sherill Atkins, Trustees of the Atkins Family Trust established October 28, 1999. The project is located at the crest of Prefumo Canyon Road, approximately 6 miles west of the City of San Luis Obispo in the San Luis Obispo planning area.					
(6) RECOMMENDED ACTION Adopt the resolution approving and accepting the open-space agreement granting an open-space easement to the County of San Luis Obispo by Robert Atkins and Sherill Atkins, Trustees of the Atkins Family Trust established October 28, 1999.					
(7) FUNDING SOURCE(S) Current Budget		(8) CURRENT YEAR COST N/A		(9) ANNUAL COST N/A	
(10) BUDGETED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> N/A <input type="checkbox"/> NO					
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): County Counsel, County Public Works Department					
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____					
(13) SUPERVISOR DISTRICT(S) 1st, <u>2nd</u> , 3rd, 4th, 5th, All			(14) LOCATION MAP <input checked="" type="checkbox"/> Attached <input type="checkbox"/> N/A		
(15) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(16) EXECUTED DOCUMENTS <input checked="" type="checkbox"/> Resolutions (Orig + 4 copies) <input type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input type="checkbox"/> N/A		
(17) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A			(18) APPROPRIATION TRANSFER REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A		

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4-25-06

(19) ADMINISTRATIVE OFFICE REVIEW	
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SAN LUIS OBISPO COUNTY
DEPARTMENT OF PLANNING AND BUILDING

VICTOR HOLANDA, AICP
DIRECTOR

TO: BOARD OF SUPERVISORS

FROM: STEPHANIE FUHS, CURRENT PLANNING

VIA: WARREN HOAG, DIVISION MANAGER, CURRENT PLANNING *WH*

DATE: APRIL 25, 2006

SUBJECT: APPROVAL OF AN OPEN-SPACE AGREEMENT FOR ROBERT ATKINS AND SHERILL ATKINS, TRUSTEES OF THE ATKINS FAMILY TRUST ESTABLISHED OCTOBER 28, 1999, SUPERVISORIAL DISTRICT #2

RECOMMENDATION

Adopt the resolution approving and accepting the open-space agreement granting an open-space easement to the County of San Luis Obispo by Robert Atkins and Sherill Atkins, Trustees of the Atkins Family Trust established October 28, 1999.

DISCUSSION

Attached is an open-space agreement which was required by a condition of approval for Minor Use Permit D010024P. The open space agreement was required in order to provide open areas on the project site to protect habitat for Chorro Creek Bog Thistle, a federal and state listed endangered plant species.

The area included within the open space easement is 1.94 acres. The total project site is 20 acres.

The attached proposed open-space agreement is found to be consistent with the County's general plan.

OTHER AGENCY INVOLVEMENT/IMPACT

County Counsel prepared the agreement and approved the agreement and resolution as to form and legal effect. County Public Works reviewed and approved the legal description of the area subject to the provisions of the open space agreement.

FINANCIAL CONSIDERATIONS

None.

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Board of Supervisors

Page 2

Atkins Open Space Agreement for Minor Use Permit D010024P

April 25, 2006

RESULTS

Approving and accepting the open space easement will preserve 1.94 acres of the project site in order to protect sensitive habitats and federally and state listed endangered plant species.

ATTACHMENTS

Resolution

Agreement

Vicinity Map

Site Plan

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IN THE BOARD OF SUPERVISORS
COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

_____ day _____, 20____

PRESENT: Supervisors

ABSENT:

RESOLUTION NO.

**RESOLUTION APPROVING AND ACCEPTING AN OPEN-SPACE AGREEMENT
GRANTING AN OPEN-SPACE EASEMENT TO THE
COUNTY OF SAN LUIS OBISPO BY ROBERT ATKINS AND SHERILL ATKINS, TRUSTEES OF
THE ATKINS FAMILY TRUST ESTABLISHED OCTOBER 28, 1999**

The following resolution is now offered and read:

WHEREAS, the County of San Luis Obispo has been duly requested to approve and accept a certain grant and offer to dedicate to the County of San Luis Obispo as open-space that certain real property described in the open-space agreement attached hereto and made a part hereof; and

WHEREAS, the Director of Planning and Building by letter dated April 25, 2006, has duly recommended that the Board of Supervisors approve and accept such offer of dedication to the County of San Luis Obispo, and has further recommended that such action is consistent with the County's general plan.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of San Luis Obispo, State of California, as follows:

1. The Board of Supervisors finds and determines that the preservation of land offered for dedication to the County of San Luis Obispo as open-space in the attached agreement is consistent with the County's general plan; that the land is essentially unimproved and if retained in its natural state has scenic value to the public and is valuable as a watershed, and the offer of dedication contained in said agreement contains appropriate covenants to that end; that it is in the public interest that the land be retained as open-space because such land will add to the amenities of living in neighboring urbanized areas; and that approval of the above agreement is categorically exempt from the requirements of the California Environmental Quality Act.

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2. The Open-Space Agreement Granting An Open-Space Easement To The County of San Luis Obispo, a copy of which is attached hereto and is incorporated by reference herein as though set forth in full, is hereby approved and the dedication contained therein is hereby accepted by the County of San Luis Obispo and the Chairperson of the Board of Supervisors is hereby authorized and directed to execute said agreement on behalf of the County of San Luis Obispo.

3. The County Clerk is hereby authorized and directed to record the above agreement and a certified copy of this resolution in the office of the County Recorder of the County of San Luis Obispo, and file a copy of said agreement and resolution with the County Assessor of the County of San Luis Obispo.

Upon motion of Supervisor _____, seconded by Supervisor _____, and on the following roll call vote, to-wit:

AYES:

NOES:

ABSENT

ABSTAINING:

the foregoing resolution is hereby adopted.

Chairperson of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors
of the Board of Supervisors, County
of San Luis Obispo, State of California

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

BY:


Deputy County Counsel

DATED: April 10, 2006

[SEAL]

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RECORDING REQUESTED BY:

County of San Luis Obispo

AND WHEN RECORDED MAIL TO:

Clerk of the Board of Supervisors
County of San Luis Obispo
County Government Center
San Luis Obispo, CA 93408

APN 076-041-069

OPEN-SPACE AGREEMENT GRANTING AN OPEN-SPACE EASEMENT
TO THE COUNTY OF SAN LUIS OBISPO

THIS AGREEMENT is made and entered into this ____ day of _____,
20__, by and between ROBERT ATKINS AND SHERILL ATKINS, TRUSTEES OF THE
ATKINS FAMILY TRUST ESTABLISHED OCTOBER 28, 1999, hereinafter referred to
as "Owner," and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the
State of California, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, Owner is the record owner of certain real property (hereinafter
referred to as "Owner's Property") located in the County of San Luis Obispo, State of
California, which is more particularly described in Exhibit A attached hereto and
incorporated by reference herein as though set forth in full; and

WHEREAS, as agreed to by Owner and as a condition of approval of Minor Use
Permit D010024P by County for Owner's Property, Owner is required to enter into

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an agreement with the County, on behalf of himself and his successors in interest, to maintain portions of the site in open-space use; and

WHEREAS, Owner intends that the restrictions contained in this agreement shall apply to that portion of Owner's Property (hereinafter referred to as the "Subject Property") which is more particularly described in Exhibit B attached hereto and incorporated by reference herein as though set forth in full; and

WHEREAS, execution of this agreement by Owner and County, and subsequent performance of its obligations by Owner and his successors in interest, will satisfy the open space preservation requirement agreed to by Owner and imposed by condition 10 of the County's conditions of approval for the purpose of setting aside and protecting habitat for the Chorro Creek bog thistle (*cirsium pontinale* var. *obispense*), a federal and state endangered plant; and

WHEREAS, the Subject Property has certain natural scenic beauty and existing openness, and both Owner and County desire to preserve and conserve for the public benefit the great natural scenic beauty and existing openness, natural condition and present state of use of said property of the Owner; and

WHEREAS, Owner is willing to grant to County the scenic use, as hereinafter expressed, of the land and thereby protect the present scenic beauty and existing openness of the Subject Property and provide habitat for the Chorro Creek bog thistle by the restricted use of said property by Owner through the imposition of the conditions hereinafter expressed; and

WHEREAS, both Owner and County intend that the terms, conditions, and restrictions of the open-space easement granted in this agreement are in compliance with Government Code sections 51070 through 51097, inclusive, hereinafter referred to

as the "Open-Space Easement Act of 1974," so as to be an enforceable restriction under the provisions of Revenue and Taxation Code section 422; and

WHEREAS, Owner has supplied County with a current title company preliminary title report or lot book guarantee listing all trust deed beneficiaries and mortgagees, if any, under prior recorded deeds of trust and mortgages on the Subject Property.

NOW, THEREFORE, in consideration of the premises and in compliance with the provisions of Government Code sections 51070 through 51097, inclusive, and in further consideration of the mutual promises, covenants, and conditions herein contained and the substantial public benefits to be derived therefrom, the parties hereto agree as follows:

1. Grant of open-space easement. Owner hereby grants to County, for the term specified in paragraph 8 below, an open-space easement in and to the Subject Property described above. The open-space easement granted herein conveys to County an estate and interest in the real property of the nature and character specified in the Open-Space Easement Act of 1974, which is subject to the express conditions and restrictions imposed herein upon the use of the property by Owner. To that end, and for the purpose of accomplishing the intent of the parties hereto, Owner covenants on behalf of himself, his successors and assigns with the County, its successors and assigns to do and refrain from doing, severally and collectively, upon the Subject Property, the various acts hereinafter mentioned.

2. Restrictions on use of the Subject Property. The restrictions imposed upon the use of the Subject Property by Owner and his successors in interest and the acts which Owner and his successors in interest shall refrain from doing, and permit to be done, upon the Subject Property are as follows:

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(a) No buildings, structures, or other improvements shall be placed, constructed, or erected upon the Subject Property.

(b) No advertising of any kind shall be placed on or within the Subject Property.

(c) Owner shall not plant or permit to be planted any vegetation upon the Subject Property except as authorized by the approved minor use permit referred to above, and as necessary for erosion control.

(d) The topography of the landscape within the Subject Property shall be maintained in its present condition and no grading, excavation, or topographic changes shall be made.

(e) No use of the Subject Property which will or does materially alter the landscape, its habitat, or other attractive scenic features of the property, other than those specified herein, shall be done or suffered.

(f) Owner shall not extract natural resources from the Subject Property.

(g) Owner shall not remove or alter native plants or animals from the Subject Property.

(h) Owner shall not use the Subject Property for agricultural development or for agricultural staging activities or storage of any kind.

(i) Owner shall not cut timber, trees, or other natural growth, except as may be required to optimize habitat for the Chorro Creek bog thistle and for fire protection, thinning, elimination of diseased growth, and similar protective measures.

(j) Owner shall not use the Subject Property or any portion thereof as a parking lot, storage area, or dump site or otherwise deposit or allow to be deposited on

the Subject Property or any portion thereof, temporarily or otherwise, anything whatsoever which is not indigenous or natural to the Subject Property.

(k) Owner shall not cover or cause the Subject Property to be covered in whole or in part with any asphalt, stone, concrete, or other material which does not constitute natural cover for the land nor otherwise disturb the natural cover of the land unless otherwise authorized by the provisions of this agreement.

(l) No land division of Owner's Property shall occur except after obtaining all necessary approvals required by Title 21 and Title 22 of the San Luis Obispo County Code, nor shall Owner or his successors in interest otherwise convey (other than under threat of condemnation) the Subject Property or a portion thereof to one or more parties or convey Owner's Property to two or more parties each of whom acquire title to less than the whole of said parcel without obtaining the necessary approvals required by Title 21 and Title 22 of the San Luis Obispo County Code. Any such conveyance or transfer of Owner's Property, the Subject Property, or a portion thereof by Owner or his successors in interest shall be considered null and void.

3. Reservations of use by Owner. Notwithstanding the provisions of paragraph 2 above, the following property rights in the Subject Property are excepted from this grant and are expressly reserved to Owner:

(a) The right to construct, develop, and maintain all roads, structures, and other improvements authorized by the approved minor use permit referred to above, and any amendments or modifications thereto which may be approved by the County.

(b) The right to undertake and allow for scientific investigation conducted as part of a project or plan instigated by the Owner, and otherwise approved by the

Owner and the United States Fish and Wildlife Service and/or the California Department of Fish and Game.

(c) The right to the use and occupancy of the Subject Property, subject to the conditions and restrictions imposed in this agreement.

4. Compliance with County regulations. Land uses permitted or reserved to Owner in this agreement are subject to and require compliance with all applicable county ordinances and regulations, including those regulating land use.

5. Construction of improvements. Owner shall not construct or permit the construction of any improvements on the Subject Property except as expressly reserved herein or as authorized in the Open-Space Easement Act of 1974. Provided, however, nothing contained in this agreement shall prohibit the construction of either public service facilities installed for the benefit of the Subject Property or public service facilities installed pursuant to an authorization of the Board of Supervisors of the County or the Public Utilities Commission.

6. No authorization for public trespass. The grant of easement contained herein and its acceptance by the County of San Luis Obispo does not authorize and is not to be construed as authorizing the public or any member thereof to trespass upon or use all or any portion of the Subject Property or as granting to the public or any member thereof any tangible rights in or to the Subject Property or the right to go upon or use or utilize the Subject Property in any manner whatsoever. It is understood that the purpose of this agreement is solely to restrict the uses to which the Subject Property may be put so that the property may be kept as near as possible in its natural condition for the benefit of the public by preserving habitat for the Chorro Creek bog thistle.

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7. Effect on prior easements. Nothing contained in this agreement shall limit or affect any easements that are of record and that have been heretofore granted by Owner on, over, under, or across the Subject Property or any portion thereof.

8. Duration of easement. The grant of easement to County contained in this agreement shall be effective when it has been approved and accepted by resolution of the Board of Supervisors in the manner required by law, and it shall remain in effect in perpetuity unless abandoned or otherwise terminated by the Board of Supervisors in accordance with the provisions of the Open-Space Easement Act of 1974. Provided, however, no easement shall be abandoned or otherwise terminated without first obtaining approval of an amendment to the minor use permit (D010024P) authorizing such abandonment or termination.

9. Access by Wildlife Agencies. Owner agrees, upon twenty-four hours prior notice, to allow the United States Fish and Wildlife Service and/or the California Department of Fish and Game or their designated agents, at their discretion, the right to enter the Subject Property during the term of this agreement to perform habitat manipulation and species monitoring/management activities. Habitat manipulation and species monitoring/management activities include, but are not limited to, vegetation removal, domestic animal control, clean-up and refuse removal.

10. Enforceable restriction. Upon acceptance of the open-space easement granted herein, the Subject Property shall be deemed to be "enforceably restricted" within the meaning of section 422 of the Revenue and Taxation Code and section 8 of Article XIII of the Constitution of the State of California.

11. Binding on successors in interest. This agreement shall be deemed an equitable servitude and a covenant running with the land described herein and shall be

binding on the parties hereto and their heirs, assigns, and successors in interest. Any conveyance, transfer, or sale made by Owner of said property or any portion thereof shall be deemed to incorporate by reference, and be subject to, each of the provisions of this agreement.

12. Effect of waiver. County's waiver of the breach of any one term, covenant, or provision of this agreement shall not be a waiver of a subsequent breach of the same term, covenant, or provision of this agreement or of the breach of any other term, covenant, or provision of this agreement.

13. Judicial enforcement. Enforcement shall be by proceeding at law or in equity, either to restrain a violation or an attempted violation or by suit to recover damages against any person or persons violating or attempting to violate any covenant or restriction contained herein.

14. Law governing and venue. This agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo, and such County shall be that venue for any action, or proceeding that may be brought, or arise out of, in connection with or by reason of this agreement.

15. Enforceability. If any term, covenant, condition, or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

16. Notices. Unless otherwise provided, all notices herein required shall be in writing, and delivered in person or sent by United States first class mail, postage

prepaid. Notices required to be given to County shall be addressed as follows: Director of Planning and Building, County of San Luis Obispo, County Government Center, Room 300, San Luis Obispo, California 93408. Notices required to be given to Owner shall be addressed as follows: Robert Atkins, 611 Vista Bonita, Newport Beach, California 92660.

Provided that any party may change such address by notice in writing to the other party, and thereafter notices shall be addressed and transmitted to the new address.

17. Agreement to be recorded. Owner and County intend and consent to the recordation of this agreement in the office of the County Recorder of the County of San Luis Obispo, and such recordation of this agreement shall serve as constructive notice of the obligations contained herein to be performed by the Owner and the successors in interest to all or any portion of Owner's Property .

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

OWNER

Robert Atkins

ROBERT ATKINS, TRUSTEE OF THE
ATKINS FAMILY TRUST ESTABLISHED
OCTOBER 28, 1999

Sherill Atkins

SHERILL ATKINS, TRUSTEE OF THE
ATKINS FAMILY TRUST ESTABLISHED
OCTOBER 28, 1999

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF Orange)

On April 5th, 2006 before me, Morgan Asten, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, Robert Atkins and Sherill Atkins

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Morgan Asten (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION

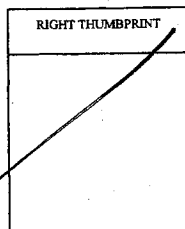
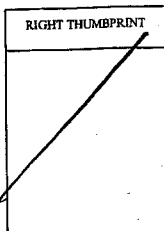
THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT Open-Space Agreement

DATE OF DOCUMENT _____ NUMBER OF PAGES 16 pages

SIGNERS(S) OTHER THAN NAMED ABOVE none

SIGNER'S NAME / SIGNER'S NAME /



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COUNTY OF SAN LUIS OBISPO

By: _____
Chairman of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT:

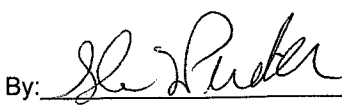
JAMES B. LINDHOLM, JR.
County Counsel

By: 
Deputy County Counsel

Dated: April 10, 2006

LEGAL DESCRIPTION APPROVED AS TO FORM:

GLEN L. PRIDDY
County Surveyor

By: 

Dated: 3/7/06



[NOTE: This Open-Space Agreement will be recorded. All signatures to this agreement must be acknowledged by a notary.]

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On _____, before me, _____,
Deputy County Clerk-Recorder, County of San Luis Obispo, State of California,
personally appeared _____,
personally known to me to be the person whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her
authorized capacity, and that by his/her signature on the instrument the person or the
entity upon behalf of which the person acted, executed the instrument.

**JULIE L. RODEWALD, County Clerk-Recorder
and Ex-Officio Clerk of the
Board of Supervisors, County of
San Luis Obispo, State of California**

[SEAL]

EXHIBIT A

Real property in the City of San Luis Obispo, County of San Luis Obispo, State of California, described as follows:

PARCEL A:

THAT PORTION OF PARCEL 1 OF COAL.87.025, IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED JUNE 29, 1987 IN BOOK 54, PAGE 74 OF LICENSED SURVEYS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY NORTHEAST CORNER OF SAID PARCEL DENOTED BY A 1 1/4' IRON PIPE MARKED '7' AS SHOWN ON THE MAP RECORDED IN BOOK 39, PAGE 75 OF LICENSED SURVEYS AND THENCE SOUTHERLY AND WESTERLY THE FOLLOWING COURSES AND DISTANCES ALONG SAID PARCEL'S BOUNDARY: SOUTH 15°05'05" EAST, 1283.15 FEET; SOUTH 51° 40'26" EAST, 41.98 FEET; SOUTH 49°43'37" WEST, 256.63 FEET; SOUTH 70° 19'50" WEST, 121.43 FEET; NORTH 70°16'30" WEST, 113.13 FEET; NORTH 62°20'14" WEST, 84.27 FEET; NORTH 17°59'15" EAST, 20.42 FEET; NORTH 62°15'00" WEST, 245.08 FEET; THENCE LEAVING SAID BOUNDARY NORTH 12°54'19" WEST, 411.95 FEET; THENCE NORTH 21°09'25" WEST, 1318.80 FEET TO THE NORTHEASTERLY BOUNDARY OF SAID PARCEL I AND DENOTED WITH A 1 1/4' IRON PIPE MARKED '6' AS SHOWN ON SAID LICENSED SURVEY MAP RECORDED IN BOOK 39, PAGE 75 OF LICENSED SURVEYS; THENCE SOUTH 62°43'48" EAST, 809.33 FEET TO THE POINT OF BEGINNING,

PARCEL B:

AN EASEMENT FOR INGRESS, EGRESS, PUBLIC UTILITIES AND INCIDENTAL PURPOSES OVER THE EXISTING TRAVEL WAYS ALONG A COURSE FROM PERFUMO CANYON ROAD TO GRANTEE'S PROPERTY AND FURTHER SHOWN AND DELINEATED AS EXIST. DIRT ROAD ON RECORD OF SURVEY RECORDED IN BOOK 54, PAGE 74 OF RECORDS OF SURVEY. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,

PARCEL C:

AN EASEMENT FOR INGRESS AND EGRESS FOR PURPOSE OF SERVICING AND MAINTAINING A WELL AND INCIDENTAL PURPOSES OVER THE FOLLOWING DESCRIBED LAND:

PARCEL I OF PARCEL. MAP NO. COAL 87-025 IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, ACCORDING TO MAP RECORDED IN BOOK 54, PAGE 74 OF PARCEL MAPS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL BEING A PORTION OF SAID PARCEL 1; BEGINNING AT THE MOST EASTERLY NORTHEAST CORNER OF SAID PARCEL DENOTED BY A 1 1/4 INCH IRON PIPE MARKED '7' AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 39, PAGE 75 OF LICENSED SURVEYS, AND THENCE SOUTHERLY AND WESTERLY THE FOLLOWING COURSES AND DISTANCES ALONG SAID PARCEL'S BOUNDARY: SOUTH 15°05'05" EAST, 1283.15 FEET; SOUTH 51°40'26" EAST, 41.98 FEET; SOUTH 49°43'37" WEST, 256.63 FEET; SOUTH 70°19'50" WEST, 121.43 FEET; NORTH 70°16'30" WEST, 113.13 FEET; NORTH 62°20'14" WEST, 84.27 FEET; NORTH 17°59'15" EAST, 20.42 FEET; NORTH 62°15'00" WEST, 246.08 FEET; THENCE LEAVING SAID BOUNDARY.

NORTH 12°54'19" WEST, 411.95 FEET; THENCE NORTH 21°09'25" WEST, 1318.80 FEET TO THE NORTHEASTERLY BOUNDARY OF SAID PARCEL I AND DENOTED WITH A 1 1/4 INCH IRON PIPE MARKED '6' AS SHOWN ON SAID LICENSED SURVEY FILED IN BOOK 39, PAGE 75; THENCE SOUTH 62°43'38" EAST, 809.33 FEET TO THE POINT OF BEGINNING.

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EXHIBIT B

EXHIBIT B-1 OPEN SPACE EASEMENT Legal Description

PARCEL "F"

A portion of land described in Certificate of Compliance recorded October 21, 1992 as Instrument Number 073252 in Book 3976 of Official Records at page 369 in the Recorder's office of San Luis Obispo County, California more particularly described as follows:

Commencing at a 3" iron pipe with cap marked "6" set at the northwesterly corner of said parcel, said point being shown on a map filed in Book 73 of Records of Survey at page 23; thence South 21° 09' 25" East along the west line of said parcel a distance of 1307.80 feet to the True Point of beginning; thence

- 1) North 49° 54' 01" East 391.06 feet; thence
- 2) South 02° 49' 29" East 533.62 feet; thence
- 3) South 18° 06' 08" East 79.44 feet; thence
- 4) North 85° 22' 12" West 31.80 feet; thence
- 5) North 19° 35' 41" West 83.20 feet; thence
- 6) North 13° 36' 00" West 228.43 feet; thence
- 7) South 87° 42' 00" West 188.15 feet; thence
- 8) South 14° 46' 08" West 37.90 feet; thence
- 9) North 68° 07' 12" West 54.51 feet to the west line of said parcel; thence
- 10) North 12° 54' 19" East along the west line of said parcel a distance of 69.00 feet to a 1 1/4" iron pipe with tag "LS3877"; thence
- 11) North 21° 09' 25" West along the west line of said parcel a distance of 11.00 feet to the True Point of beginning

The above-described parcel contains 1.69 acres.

The above-described parcel is graphically shown on Exhibit B-2 attached hereto and made a part hereof.

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PARCEL "G"

A portion of land described in Certificate of Compliance recorded October 21, 1992 as Instrument Number 073252 in Book 3976 of Official Records at page 369 in the Recorder's office of San Luis Obispo County, California more particularly described as follows:

Commencing at a 3" iron pipe with cap marked "6" set at the northwesterly corner of said parcel, said point being shown on a map filed in Book 73 of Records of Survey at page 23 in said County Recorder's Office; thence South 21° 09' 25" East along the west line of said parcel a distance of 1318.80 feet to a 1 1/4" iron pipe with tag "LS3877; thence South 03° 36' 09" West 99.10 feet to a to the True Point of beginning; thence

- 1) South 67° 56' 23" East 39.15 feet; thence
- 2) South 12° 37' 09" West 140.92 feet; thence
- 3) North 75° 48' 29" West 39.37 feet; thence
- 4) North 12° 54' 19" East 146.26 feet to the True Point of Beginning

The above-described parcel contains 0.13 acres.

The above-described parcel is graphically shown on Exhibit B-2 attached hereto and made a part hereof.

B-19
B-20

PARCEL "H"

A portion of land described in Certificate of Compliance recorded October 21, 1992 as Instrument Number 073252 in Book 3976 of Official Records at page 369 in the Recorder's office of San Luis Obispo County, California more particularly described as follows:

Commencing at a 3" iron pipe with cap marked "8" set at the southeasterly corner of said parcel on the northwest line of Prefumo Canyon Road, being 40 feet wide, said point being shown on a map filed in Book 73 of Records of Survey at page 23 in said County Recorder's Office; thence North 66° 14' 01" West a distance of 160.33 feet to the True Point of beginning; thence

- 1) South 60° 07' 32" West 56.08 feet; thence
- 2) North 18° 57' 38" West 50.79 feet; thence
- 3) North 03° 35' 15" West 34.13 feet; thence
- 4) North 16° 45' 59" East 63.72 feet; thence
- 5) South 22° 59' 59" East 125.11 feet to the True Point of Beginning

The above-described parcel contains 0.12 acres.

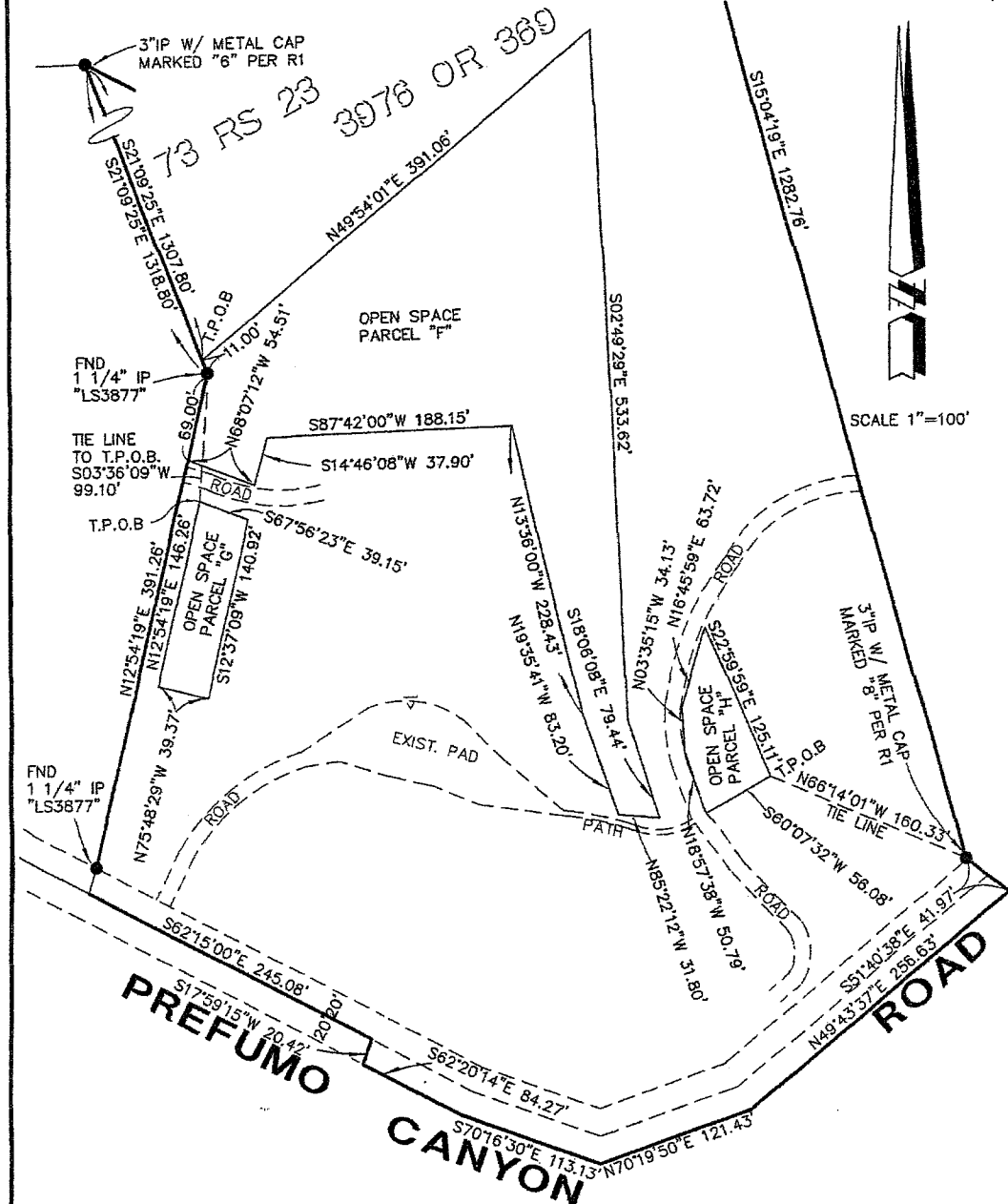
The above-described parcel is graphically shown on Exhibit B-2 attached hereto and made a part hereof.

* * *



B-19
B-21

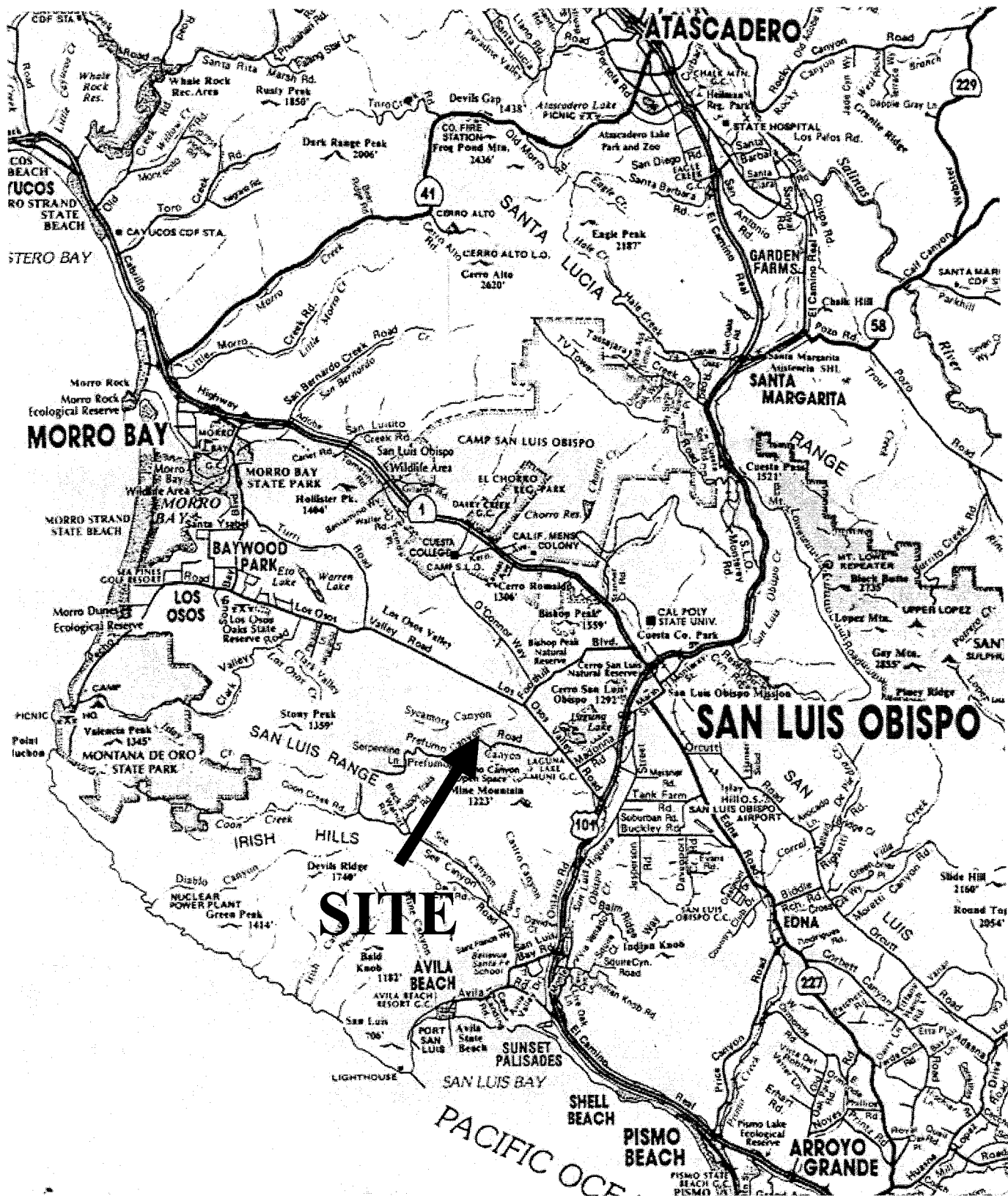
EXHIBIT "B-2"



MBS
LAND SURVEYS

MICHAEL B. STANTON, PLS 5702
775 LOS CIERVOS CT.
ARROYO GRANDE, CA 93401
805-440-4215

B-9
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Project
Atkins Minor Use Permit
D010024P



Exhibit A
Vicinity Map

BA
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